

BRUCE NYE, SBN 77608  
ADAMS | NYE | SINUNU | BRUNI | BECHT LLP  
222 Kearny Street, Seventh Floor  
San Francisco, California 94108-4521  
Telephone: (415) 982-8955  
Facsimile: (415) 982-2042

Attorneys for Defendant  
WHIRLPOOL CORPORATION

**ORIGINAL  
FILED**

JUL 27 2007

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT, CALIFORNIA

**C 07 3872**

**CW**

THE STANDARD INSURANCE  
COMPANY,

Plaintiff,

vs.

WHIRLPOOL CORPORATION and DOES 1  
to 50 inclusive,

Defendant.

No.:

**ANSWER TO COMPLAINT**

**(JURY TRIAL DEMANDED)**

(Alameda Superior Court No. RG07325813)

COMES NOW Defendant WHIRLPOOL CORPORATION, and in answer to the Complaint on file  
herein, admits, denies and alleges as follows:

**ALLEGATIONS APPLICABLE TO ALL CAUSES OF ACTION**

1. Admits.
2. Admits.
3. Admits.
4. Not alleged.
5. Admits.
6. Denied on lack of information and belief.
7. Not alleged.

1 8. Admits.

2 9. Not alleged.

3 10. Admits that the referenced attachments are in fact attached to the complaint, otherwise  
4 denied.

5 11. Denies, further denying that Plaintiff has been injured in any amount, or at all as a result of  
6 any acts or omissions of Whirlpool Corporation.

7 12. Not alleged.

8 13. Admits that the amount in controversy exceeds \$75,000 exclusive of interest and costs.  
9 Otherwise denies.

10 14. This is a prayer for relief and requires neither admission nor denial.

11 15. This indicates paragraphs are alleged on information and belief, and requires neither  
12 admission nor denial.

13 **FIRST CAUSE OF ACTION – GENERAL NEGLIGENCE**

14 GN-1 Denies the following:

15 Allegations beginning with the words “Plaintiff (name) THE STANDARD FIRE  
16 INSURANCE COMPANY . . .” and ending with “description of reasons for liability):.”

17 Allegations beginning with the words “Plaintiff is informed and believes and thereon alleges  
18 that THE PRODUCT . . . d ending with the words “aforementioned insurance policy,” further  
19 denying that Plaintiff has b injured in any amount, or at all as a result of the acts or omissions of  
20 Whirlpool Corporation.

21 Otherwise admitted.

22 **SECOND CAUSE OF ACTION – PRODUCTS LIABILITY**

23 Prod. L-1 Denies, further denying that Plaintiff has been injured in any amount, or at all as a  
24 result of the acts or omissions of Whirlpool Corporation.

25 Prod. L-2 Denies.

26 Prod. L-3 Denies on lack of information and belief.

27 Prod. L-4 Denies.

28 Prod. L-5 Denies.

1 Prod. L-6 Not alleged.

2 Prod. L-7 Not alleged.

3 **AFFIRMATIVE DEFENSES**

4 **FIRST AFFIRMATIVE DEFENSE AGAINST PLAINTIFF**

5 This answering Defendant alleges that Plaintiff's insureds were guilty of negligence in and  
6 about the matters and things complained of in the Complaint, that such negligence is imputed to  
7 Plaintiff in this subrogation matter, and that such negligence contributed directly and proximately to  
8 the happening of the accident, and to the damages, if any, by Plaintiffs sustained.

9 **SECOND AFFIRMATIVE DEFENSE AGAINST PLAINTIFF**

10 It is alleged that the injuries sustained by Plaintiff, if any, were either wholly or in part  
11 negligently caused by persons, firms, corporations or entities other than Defendant, and said  
12 negligence is either imputed to Plaintiff by reason of the relationship of said parties to Plaintiff  
13 and/or said negligence comparatively reduces the percentage of negligence, if any, by this answering  
14 Defendant.

15 **THIRD AFFIRMATIVE DEFENSE AGAINST PLAINTIFF**

16 This answering Defendant alleges that Plaintiffs and/or others misused and abused the  
17 product which is the subject matter of this action in a manner not reasonably foreseeable to  
18 Defendant and that said misuse and abuse were the sole and exclusive proximate cause of the  
19 damages, if any, by Plaintiffs sustained.

20 WHEREFORE, this answering Defendant prays that Plaintiffs take nothing by their  
21 Complaint herein, that this matter be hence dismissed, that Defendant recover its costs of suit, and  
22 for such other and further relief as to the Court seems just and proper.

23  
24 DATED: July 27, 2007

ADAMS | NYE | SINUNU | BRUNI | BECHT LLP

25  
26  
27 By: 

28 **BRUCE NYE**  
Attorneys for Defendant  
WHIRLPOOL CORPORATION

**DEMAND FOR JURY TRIAL**

Defendant WHIRLPOOL CORPORATION hereby demands a trial by jury.

DATED: July 27, 2007

ADAMS | NYE | SINUNU | BRUNI | BECHT LLP

By: 

BRUCE NYE  
Attorneys for Defendant  
WHIRLPOOL CORPORATION

**PROOF OF SERVICE**

I am over the age of eighteen years, not a party to the above-captioned matter, and employed by Adams | Nye | Sinunu | Bruni | Becht LLP at 222 Kearny Street, Seventh Floor, San Francisco, California, where the service described below took place on the date set forth below.

**Person(s) Served:**

Shawn C. Moore, Esq.  
ELIE & ASSOCIATES  
11070 White Rock Road, Ste. 200  
Rancho Cordova, CA 95670  
Tel: (916) 638-6610  
Fax: (916) 638-6607

**Document(s) Served:**

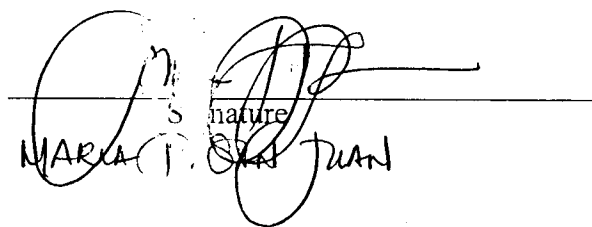
**ANSWER TO COMPLAINT**

**Manner of Service:**

**Mail:** I am readily familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service: such correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business in the county where I work. On the date set forth below, at my place of business, following ordinary business practices, I placed for collection and mailing by deposit in the United States Postal Service a copy of each Document Served, enclosed in a sealed envelope, with the postage thereon fully prepaid, each envelope being addressed to one of the Person(s) Served, in accordance with Code of Civil Procedure 1013(a).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: July 27, 2007

  
MARIA T. S. JUAN